

Town of West Hartford, Connecticut
Department of Financial Services Purchasing Services Division
50 South Main Street, West Hartford, CT 06107-2431

INVITATION TO BID

Bid No. 6232F	Opening Date December 6, 2011	Opening Time 1:30 PM	<input checked="" type="checkbox"/> Formal Bid	<input type="checkbox"/> Informal Bid	THIS IS <u>NOT</u> AN ORDER
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This **INVITATION TO BID** form, with your response on it, must be received by the Purchasing Services Division, at the above address, prior to the bid opening at the time and date shown above. Bids must contain an original signature and must be submitted in a sealed envelope. All bid envelopes must indicate the bid number, time and opening date. At the designated time, all bids will be publicly opened and read. **THIS IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS WELL AS ALL ATTACHED SPECIFICATION SHEETS AND DRAWINGS.**

Department: Community Serv.	Division: Capital Projects	Required Delivery Date	Requisition No.:
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Shipping Destination: 15 Starkel Road, West Hartford, CT 06107

DESCRIPTION	UNIT PRICE	TOTAL
<p>The Town of West Hartford is planning a renovation to the Bishops Corner Library branch, located at 15 Starkel Road, West Hartford. Prior to the construction, furnishings and collections must be moved out of the building, stored off site and replaced after construction. This is a Davis Bacon Prevailing Wage Project. The relocation is planned in three parts:</p> <ul style="list-style-type: none"> (1) The Contractor shall pack up and move equipment, furniture, books and AV materials (collections); (2) The equipment, furnishings, and collections will be stored off site for 6 months; (3) The equipment, furnishings, and collections will be returned to the renovated library, unpacked and placed as directed. <p>Prospective contractors will be given an opportunity to make their assessment during a scheduled <u>mandatory site inspection</u> during the <u>pre-bid meeting November 15, 2011 at 10:00 AM at site.</u></p> <p>Insurance Requirements per attached specifications.</p>	\$ _____	\$ _____
	TOTAL \$	

We hereby agree to furnish and invoice above listed materials or services, delivered or performed in accordance with your specifications, requirements and terms as specified herein at prices specified above.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, <http://west-hartford.com/TownServices/TownDepartments/FinancialServices/BidResults.htm> a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure. The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town Of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

Delivery Date		Shipment via		FEIN #/Tax ID		Terms % DAYS	
Vendor Name			Address		City, State, Zip		
Telephone	Fax No	Authorized Signature	Printed Name		Title		

NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.

TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC LIBRARY
BID SPECIFICATIONS
BISHOPS CORNER LIBRARY MOVE
BID #6232F

The Town of West Hartford is planning a renovation to the Bishops Corner Library branch, located at 15 Starkel Road, West Hartford. Prior to the construction, furnishings and collections must be moved out of the building, stored off site and replaced after construction. This is a Davis Bacon Prevailing Wage Project. The relocation is planned in three parts:

- (1) The Contractor shall pack up and move equipment, furniture, books and AV materials (collections);
- (2) The equipment, furnishings, and collections will be stored off site for 6 months;
- (3) The equipment, furnishings, and collections will be returned to the renovated library, unpacked and placed as directed.

It is the sole responsibility of the Contractor to make an accurate assessment of the contents for the purposes of generating a proposal. A **mandatory pre-bid site inspection** is scheduled for November 15, 2011 at 10:00 AM.

The property to be moved under this contract consists of library collections and equipment including but not limited to books, periodicals, files, furniture, office machines, and other materials which are detailed on the attached inventory sheet.

The Contractor is responsible for all supervision, labor, materials, supplies and equipment required to perform all the work in a professional and timely manner.

All packing and unpacking except desk contents and related file contents, unless otherwise provided in the contract, shall be done by the Contractor, with possible agreed-upon exceptions.

The Contractor will be required to provide cartons, tags and packing materials for all items to be moved. The Contractor will supply sufficient packing materials in advance to the library staff for desk contents.

The Contractor shall dismantle shelving, equipment and other property as needed before removal from the present location, label them, and reassemble at the appropriate site and date.

The Contractor shall provide hourly rates for services that may be utilized for additional work. These rates shall remain effective for eighteen months from the contract date.

The Contractor is required to provide adequate protection to building doors, walls and floors at all times during the move.

A pre-move meeting between the successful bidder and the Owner will be scheduled prior to the commencement of the move. At this time the Contractor's plan for performing the work will be reviewed.

When the move is complete, the Contractor is responsible to remove and dispose of all of his property, equipment, containers including empty cartons, supplies and debris from the move sites.

Calendar of Events

<u>EVENT</u>	<u>DATE</u>
ITB to Contractors	11/1/11
Pre-bid Conference and Tour	11/15/11
Deadline for written inquiries from Contractors received by:	11/22/11
Written responses to Contractor's questions returned:	11/30/11
Proposals received from Contractors	12/6/11
Bid Award	12/10/11
Move dates	1/1/12-7/1/12

Federal Requirements
SECTION 00300

FEDERAL REQUIREMENTS

Bidders are referred to the 00300 series sections of the specifications for Federal Requirements, Forms and contract Wage rates. Wherever there is a conflict between Federal and other requirements of these specifications, the more stringent or restrictive shall apply.

FEDERAL GOVERNMENT REGULATIONS AND WAGE RATE REQUIREMENTS:

The Contractor and Subcontractors must comply with the requirements set forth in the following pages.

The Project is funded by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program. In order to receive award of this contract, the Contractor's activities must adhere to the following terms and conditions.

Included also are the prevailing wage rates determined by the State Department of Labor and the U.S. Department of Housing and Urban Development. The applicable wage determination, any modifications and any additional classifications must be used in your computation of the bid price and used throughout the length of the project. It is the prime Contractor's responsibility to insure inclusion of wage rates and labor standards provisions in all subcontracts.

SUPPLEMENT GENERAL CONDITIONS

1. Records:

a. Maintenance. The Contractor shall make and maintain such records (including, but not limited to, property, personnel and financial) as are required by federal, state and municipal laws and regulations and good accounting practices and as may be deemed necessary or advisable by the Town from time to time to insure the proper accounting of all funds.

b. Access. The Town of West Hartford, HUD, the Comptroller General of the United States or any of their duly authorized representatives, shall be afforded safe means at all times by Contractor to inspect-- the work and may at any time inspect the Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and Agreement with a subcontractor relating to this Agreement; and the Contractor shall preserve all such records for a period' three (3) years, unless otherwise notified by the Town, after the final payment there under. Such records shall be made available for audit or other purposes to the Town upon written demand.

2. Subcontract:

The Contractor shall include or cause to be included in each subcontract covering any of the work there under, provisions which are consistent with the federal Labor Standards and Equal Opportunity Provisions as well as a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts which they may enter into. All provisions are to be in accordance with OMB A-102 Circular Revised August 24, 1977 Attachment "0".

The Contractor shall have furnished the Town prior to commencement of work with a list, in writing, of all subcontractors proposed for the work there under, giving their names, addresses and telephone numbers (home as well as business), and if a corporation, the names and addresses of the officers thereof; and if, prior to the commencement of the work there under, the Contractor shall be notified that he and/or any of said Subcontractors are considered to be unacceptable by the U.S. Department of Housing and Urban Development, the contract shall be null and void.

3. Obligations of Contractor with Respect to Certain Third Party Relationships. The Contractor shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Contractor. All Contractors shall comply with all lawful requirements of the Town necessary to insure that the program with -that respect to which assistance is being provided under this Agreement to the Contractor is carried out in accordance with the Town's Application Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Town under section 104(h) of the Housing and Community Development Act of 1974.

4. Conflict of interest

a. Interest of Member of the Municipality. No member of the governing body of the Municipality, and no other public official, officer,, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out of the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

b. Interest of Certain Federal Officials. No member of Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share of this Contract or to any benefit to arise here from.

c. Interest of Contractor. The Contractors covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services there under. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

5. Permits and Regulations. The Contractor shall give all notices required by, and comply with all applicable laws, ordinances, codes, rules and regulations of any public authority, and shall, at his own expense, unless legally exempt, secure and cause to be paid the fees or charges for all permits required for the performance of the work under these conditions; and Contractor shall cause to be paid all consumer, sales, use, and other applicable taxes required by law.

6. Lead Based Paint Regulations. The Contractor shall comply with the HUD Lead-Based Paint regulations, 24 CFR Part 35. Paint containing either a lead-base, lead-dryer, and/or tinting which aggregates to more than five-tenths percentum lead by weight shall be prohibited under the terms of this contract.

7. Compliance with Clean Air and Waster Pollution Control Acts. This Project is subject to the requirements of the Clean Air Act, as amended (44 USC 1857 et seq.) , the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.) and the regulations of the Environmental Protection Agency with respect thereto (40 CFR Part 15, as amended from time to time) .

a. Contractor represents that any facility to be utilized in the performance of his contractual obligation, whether by himself or any subcontractor, will not be listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

b. Contractor shall comply with all the requirements Section 114 of the Clean air Act, as amended, (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations guidelines issued thereunder.

c. Prompt notice will be given by Town, to Contractor, of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

d. In no event shall any amount of the assistance provided under this Agreement be utilized in connection with a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean air act or Section 309 (c) of the Federal Water Pollution Control Act.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. The Contractor is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1.

9. "Section 3" Compliance in the Provision of Training Employment and Business Opportunities.

a. The work to be performed under this Project involves direct Federal financial assistance from The Department of Housing and Urban Development Act of 1968 (12 USC 170 lu). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owed in substantial part by persons residing in the area of the Project.

b. The contractor will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and any applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Agreement. Contractor certifies that he is under no contractual or other disability which would prevent him from complying with these requirements.

c. The Contractor will include a Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the Town, take appropriate action upon a finding that the Subcontractor is in violation of regulations Issued by the Secretary of Housing and Urban Development (24 CFR 135). The Contractor will not subcontract with any

subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subcontractor has first provided the Contractor with a preliminary statement of ability to comply with the requirements of these regulations.

10. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Project shall be paid unconditionally, and not less often than once a week, without deduction or rebate can any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Contractor shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and Contractor shall take steps to insure compliance by subcontractors with such regulations at all times. Contractor shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

11. Non-Discrimination in Employment

During the performance of the contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the President setting forth the provisions of this Non-Discrimination in Employment Clause.

b. The Contractor shall, in all solicitations or advertisements for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

c. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of labor regulations (41 CFR part 60), and all of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity in effect as of the date of this Agreement; and the Contractor

shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control by SCDP and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contract Compliance Officer advising the labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. In the event of the Contractor's noncompliance with the non-discrimination sections of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f. The Contractor will include these federal requirements in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965 as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and subcontractors by the Department or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order.

h. Section 503 Handicapped

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. The Contractor will not discriminate against any employee or applicant for employment because of

1. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

2. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

3. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

i. Section 402 Veterans of the Vietnam Era. Affirmative action for Disabled Veterans and Veterans of the Vietnam Era.

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated .Incorporated affiliates, shall be listed at an appropriate local office of the State employment services system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office, or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1.) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representative of the Contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

8. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of listing would otherwise not be for the best interest of the government.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

9. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

10. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices a form to be prescribed by the director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has collective, bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act; and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

j. General. The Contractor shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Contractor shall maintain all records identified therein, and make the available to the Municipality and the Secretary of HUD.

1. Discrimination Because of Certain Labor Matters. No persons employed on the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to his employer hereunder.

2. Regulations Pursuant to Contract Work Hours and Standards Act (76 Stat. 337-360: Title 40 U.S.C. Sections 327. This Agreement is subject to Section 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29-CFR Part 5). Section 107 of this Act is applicable to construction which is unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanics in any work week in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one-half-time his/her basis rate of pay for all hours worked in excess of 40 hours in such work week.

b. Violation: Liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the Standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

c. Withholding for liquidated damages. The Town shall withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

d. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

3. Employment of Apprentices/Trainees

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower, Administration, Bureau of apprenticeship and Training, or with a State Apprenticeship Agency

recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training of a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his/her entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he/she actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), For the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U. S. Department of Labor, manpower Administration Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive order 11246, as amended, and 29CFR Part 36.

4. Employment of Certain Persons Prohibited.

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

5. Employment of Laborers or Mechanics not listed in aforesaid wage determination decision.

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

6. Minimum Wage Rates for Laborers and Mechanics

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or program, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

7. Underpayments of Wages or Salaries

In case of underpayment of wages by the contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered under this Project, the Town in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Town may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Town, for an on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs or any type of fringe benefit prescribed in the applicable wage determination.

8. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Town with the first payroll filled by the contractor subsequent to receipt of the findings.

9. Fringe Benefits not Expressed as Hourly Wage Rates

The Town shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Town, shall be refereed, through the Secretary of Housing and Urban Development., to the Secretary of Labor for determination.

10. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Project, and a statement showing all deductions, if any, in accordance with these provisions to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work.

11. Complaints Proceedings or Testimony by Employees

No person to whom the wage, salary, or other labor standards provisions of this Project are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted, or caused to be instituted, any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under the Project to his employer.

12. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Town for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

13. Questions Concerning Certain Federal Statutes and regulations

All questions arising under this project which relate to the application or interpretation of (a) the Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal status, shall be referred, through the Town and the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

14. Payrolls and Basic Payroll Records of Contractor and Subcontractor

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Town. The Contractor shall submit weekly to the Town two certified copies of all payrolls of the Contractor and the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the type described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (b) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, Town and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

15. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall for the purposes of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

16. Breach of Foregoing Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Town reserves the right to terminate this Contract if the contractor or any subcontractor whose subcontract covers any of work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be ground for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

17. Contractor shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, and the regulations pursuant thereto (24 CFR Part 570.601).

18. The Contractor will comply with Executive Order 11063 and Title VIII of the Civil Rights Act of 1968 (Pub. L. 88-352) as amended.

19. Discrimination Because of Certain Labor Matters

No persons employed on the work for this Project shall be discharged or in any way discriminated against because he has filed a complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

20. Section 504 - Handicap Accessibility Requirements

The Contractor will comply with Handicap Accessibility Requirements pursuant to HUD's 24 CFR Part 6 Section 504 of the Rehabilitation Act of 1973 (amended) prohibits discrimination solely on the basis of a handicap under any program or activity receiving Federal financial assistance.

Federal Register

§85.36 Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

- (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflict of interest.

- (4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or braking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- (6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (10) Grantees and subgrantees will use time and material type contracts only -
 - (i) After a determination that no other contract is suitable, and
 - (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.
- (11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will

not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

- (12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

- (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurements, and
- (vii) Any arbitrary action in the procurement process.

- (2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of a statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- (3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
 - (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "Brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated: and
 - (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - (4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.
- (d) ***Methods of procurement to be followed.***
- (1) Procurement by *small purchase procedures*. Small purchase procedures are those relatively simply and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.
 - (2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions for the invitation for bids, is the lowest in price.

The sealed bid method is the preferred method for procuring construction, if the conditions in §85.36(d)(2)(i) apply.

- (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;

- (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:
 - (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
 - (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms are a potential source to perform the proposed effort.
- (4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
 - (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bid or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals;
 - or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
 - (ii) Cost analysis, i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
 - (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award to review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

- (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprise are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) ***Contract cost and price.***

- (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offer or is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used on all other instances to determine the reasonableness of the proposed contract price.
- (2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs of prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.
- (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.*

- (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations to bid, independent cost estimates, etc. when:
 - (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
 - (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
 - (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified.

Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

- (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc.,

as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - (i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to required changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold.)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitles "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Statute 871).

FORMS TO BE SUBMITTED BY LOW BIDDER
SECTION 00302

**FORMS TO BE COMPLETED BY THE APPARENT LOW BIDDER PRIOR TO
AWARD OF CONTRACT.**

1. Certification of Non Segregated Facilities
2. Certification of Bidder Regarding Equal Employment Opportunity
3. Certification of Proposed Subcontractor(s) Regarding Equal Employment Opportunity (if applicable)
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor (if applicable)
6. Affirmative Action Plan (Each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments).
 - a. Instruction for filling out an affirmative action plan (if required)
 - b. Section 3 requirements

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:

By: _____

Official Address:

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ___ No ___ (If yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ___ No ___ (If yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ___ No ___ None required ___
4. If answer to item 3 is "No," please explain in detail on reverse side of the certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please type or print)

Signature

Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

(Name of Prime Contractor)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses and, if so, whether it has filed all compliance reports under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits were to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____
2. Compliance reports are required to be filed in connection with such contract or subcontract. Yes ____ No ____
2. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ____ No ____ None Required ____
3. If the answer to item 3 is "no" please explain in detail on reverse side of the certification.

Certification - the information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please type or print)

Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut

County of Hartford

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of West Hartford, owner, or any person interested in the proposed contract.
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

(Title)

Subscribed and sworn to before me this _____ day of _____, 2005.

(Title)

My Commission expires: _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Connecticut

County of Hartford

_____, being first duly sworn,
deposes and says that:

1. He/She is _____ of _____,
hereinafter referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents of the Subcontractor's
Proposal submitted by the Subcontractor to _____, the
Contractor for certain work in connection with the _____
contract pertaining to the Project in *West Hartford, Connecticut*:
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder,
firm or person to submit a collusive or sham Proposal in connection with such
Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or
connivance with any other Bidder, firm or person to fix the price or prices on said
Subcontractor's Proposal, or to fix an overhead, profit or cost element of the price or
prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy,
connivance or unlawful agreement any advantage against the Town of West Hartford,
Owner _____, or any person interested in the
proposed Contract:
5. The price or prices quoted in the Subcontractor's Proposal attached Bid are fair and
proper and are not tainted by any collusion, conspiracy, connivance or unlawful
agreement on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 2002.

Title

My Commission expires: _____

INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN

1. DIRECTION OF ACTION ACTIVITY

The "Plan" is designed to include in the workforce groups from the Labor Market Area, PMSA including Whites, Blacks, Spanish-Americans, Orientals, American Indians and other groups which have been discriminated against on the basis of Race, Color, Religion, Sex or National Origin.

The Program includes all employment activities, including but not limited to hiring, firing, promotion, compensation, and other terms privileges and conditions of employment.

The Program should also provide for upward mobility for those individuals who have because of Race, Color, Religion, Sex or National Origin been relegated to low paying jobs.

2. EQUAL EMPLOYMENT OFFICER

This person must be sensitive to varied ways in which discrimination limits job opportunities and be committed to program goals and have sufficient status and ability to work with others in the company. He should have direct access to the Chief Executive.

This person will be responsible for implementation and monitoring of this plan.

3. RECRUITMENT EFFORTS

a. Advertising

Newspapers - All advertisements shall include the use of the Equal Opportunity slogan, and all ads depicting persons shall depict persons of majority and minority groups.

Copies of all advertising material should be kept on file by the applicant to show how the Affirmative Action Plan has been implemented.

(1) Communication Media

Describe use of communications media, stating name of newspaper, radio or TV stations, identifying as to whether Majority, Minority or both in circulation or audience and stating the approximate frequency and size/time of ad to be placed.

b. Community / Minority Organizations

In smaller communities where there are no formal communications media in the minority community, special outreach efforts must depend upon community contacts.

Name community groups whom you expect to contact, give racial/ethnic identification of each, and state the nature of anticipated contact (mail or visit) and approximate frequency of contact. Enclose copies of any letters to be sent.

Strong contact can be made by meeting the leader of the group. Churches, social, civic and fraternal organizations and labor unions are useful. Small businesses such as barber shops, beauty parlors, and shoe repair shops may be utilized for distribution of brochures and other material. Personnel departments of major employers such as industrial plants or local, state or federal government agencies may help disseminate housing information.

Other - Specify colleges, high schools, employment agencies to be contacted and method.

4. INTERNAL DISSEMINATION

All staff, professional and clerical should be instructed in writing as well as orally that it is the policy of the applicant to obey all applicable Equal Employment Laws, to refrain from discriminating regarding any application for employment on the basis of Race, color, Religion, Sex or National Origin, and affirmatively promote Equal Employment. Each member of the staff should be furnished a copy of Executive Order 11246, Title VII, 1964 Civil Rights Act (as amended 1972), the staff should also be aware of all applicable State Laws, and Local Ordinances.

- a. Training sessions - specify who will be involved and how often sessions will be held.
- b. Training format - copy instructions given to all employees.
- c. Materials posted - describe what materials will be posted, and where they will be posted.

UNIONS/SUBCONTRACTORS/VENDORS (NOT APPLICABLE TO AGENCIES)

To insure this Affirmative Action Plan remains credible requires the assistance of Unions/Subcontractors/Vendors used. They must be knowledgeable of your intent to comply with the Law, and your Company/Agency position.

- a. Specify - List by Company those Subcontractors/Vendors you plan to use. If they Are Minority owned (51%) so specify.
- b. Communication - List method and type of communications forwarded that implements this plan.
- c. If you are requiring an Affirmative Action Plan from your Subcontractors/Vendors, indicate who has complied and what dollar amount you have set. The Federal requirement are that each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments. This aspect of the plan indicates outreach and commitment to the theme of Equal Opportunity.

6. PRESENT STAFF ANALYSIS

This is the first step toward defining your specific affirmative action goals. This format indicates your under-utilization and show areas where affirmative action must be taken in order to correct these negatives.

7. PROJECTIONS (GOALS AND TIMETABLES)

Any serious program requires setting measurable goals and reasonable timetables for achieving them. These goals have the objective of eliminating employment discrimination and effects of past discrimination. These goals should consider turnover, attrition, expansion or contraction, etc.

INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN

AFFIRMATIVE ACTION PLAN

APPLICANT'S NAME	ADDRESS	ZIP CODE
------------------	---------	----------

NAME AND LOCATION OF PROJECT	TOTAL DOLLAR AMOUNT
------------------------------	---------------------

DIRECTION OF ACTION PLAN

Title VII of Civil Rights Act of 1964, as amended in 1972 prohibits discrimination because of Race, Color, Religion, Sex, National Origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and condition of employment.

1. State what groups in your judgment are underutilized in your working staff presently:

2. Equal Opportunity Officer (Name, Address, Phone, Title)

3. Recruitment efforts (state name, address, phone, organization, contact person)

Newspapers (approximate frequency and use)

Radio/TV (approximate frequency and use)

Community/Minority Organizations (describe method of contact - phone, mail, visit)

Other

4. INTERNAL DISSEMINATION

Training sessions (who is involved, how often held)

Training format (Describe training given to all employees regarding implementation of Equal Employment Laws and this AAP)

Materials to be posted

5. UNIONS/SUB-CONTRACTORS/VENDORS USED

Specify: (If Minority, so indicate) (Include Dollar Amount)

Communications (Company's Equal Opportunity Policy forwarded)

Is there an AAP required of subcontractors/vendors? (If so, specify who compiled and dollar amount)

6. PRESENT STAFF ANALYSIS

An Affirmative Action Plan must be tailored to the circumstances which apply to the Applicant, Sponsor, or Contractor, their Locality, their Area Labor Market Conditions and all the operations (Federal and Non Federal) in which they are involved. (Chapter 14, Page 18 8000.6 Contract Compliance Handbook Executive Order 11246)

	WHITE	BLACK	SPANISH-SURNAMED	MALE	FEMALE
PROF.	_____				
ADMIN.	_____				
CLERICAL	_____				
WORKFORCE	_____				
JOURNEYMAN	_____				
HELPER	_____				
APPRENTICE	_____				
TRAINEE	_____				

7. PROJECTIONS – NUMBER AND PER CENT

DEPARTMENT	# OF EMPLOYEES	MAJ/MIN/FEM	1 ST YEAR MAJ/MIN/FEM	2 ND YEAR MAJ/MIN/FEM	3 RD YEAR MAJ/MIN/FEM
PROFESSIONAL					
ADMINISTRATIVE					
CLERICAL					
TOTALS					
MAJ – MAJORITY	MIN – MINORITY	FEM – FEMALE			

MONTHLY PROJECTION

	TRADES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
TOTAL HOURS	J H AP T												
TOTAL MINORITY HOURS	J H AP T												
PER CENT MINORITY HOURS	J H AP T												
TOTAL NUMBER EMPLOYEES	J H AP T												
TOTAL MINORITY EMPLOYEES	J H AP T												
PER CENT MINORITY EMPLOYEES	J H AP T												
REMARKS:													

J – JOURNEYMAN

H – HELPER

AP – APPRENTICE

T – TRAINEE

8. List previous federal contracts involved in and success in achieving Equal Employment Opportunity.

9. Please describe other efforts planned as part of your outreach efforts not adequately covered by this form.

SECTION 3

135.20 ASSURANCE OF COMPLIANCE WITH REGULATIONS

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1963 as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

"Lower income residents of the project area" means any individual who resides within the area of a section 3 covered project and whose family income does not exceed 90 percent of the median income in the Standard Metropolitan Statistical Area (or the county if not within an PMSA) in which the section 3 covered project is located.

The parties to this contract will comply with the provisions of said section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workman's representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient and federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that

the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement on ability to comply with requirements on the regulations.

Compliance with provisions of section 3, the regulations set forth in 24 CFR part 135 and all applicable rules and orders of the department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project binding upon the applicant or requirement for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR part 135.

- prior to contract award the contractor shall be required to submit a preliminary statement of work force requirements (skilled, semi-skilled, unskilled labor and trainees by category) to the Town's Materials Administration Department.

- the contract shall identify efforts to be used in recruiting Section 3 lower-income residents to meet work force requirements.

- the contractor shall identify efforts to be used in utilizing small businesses located in the project area or owned in substantial part by persons residing in the project area.

- the contractor shall identify proposed subcontractors and businesses to be used and estimated related dollar values.

- upon request by the Town, the contractor shall submit information regarding the number of Section 3 lower-income residents employed and the dollar value associated with contracts and business with Section 3 area businesses.

CERTIFICATION

I, _____, of _____ (the Contractor),
certify that: I shall comply with all obligations stated in Section 3 above.

Signature

Date

00302-15

FEDERAL LABOR RATES
SECTION 00303

FEDERAL CONTRACT LABOR RATES

Wage rates as shown in the rate determination on the following pages have been established for this Project by the U.S. Department of Housing and Urban Development and the State of Connecticut Department of Labor, and must be used in the computation of the Bid price and throughout the construction of the Project.

In addition, any modification to the wage determination, issued by addendum must be used in your computation of the Bid price and throughout the construction of the project.

General Decision Number: CT100024 10/14/2011 CT24

Superseded General Decision Number: CT20080024

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/30/2010
2	05/07/2010
3	06/04/2010
4	07/02/2010
5	07/23/2010
6	07/30/2010
7	09/17/2010
8	10/08/2010
9	11/05/2010
10	11/26/2010
11	02/18/2011
12	03/11/2011
13	04/22/2011
14	05/13/2011
15	06/03/2011
16	06/10/2011
17	06/17/2011
18	07/01/2011
19	07/08/2011
20	07/22/2011
21	09/30/2011
22	10/07/2011
23	10/14/2011

BOIL0237-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 34.94	19.00

BRCT0001-008 04/01/2011

	Rates	Fringes
TILE SETTER.....	\$ 32.00	21.44

BRCT0001-013 10/03/2011

	Rates	Fringes
BRICKLAYER.....	\$ 32.50	24.20

a. PAID HOLIDAY: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly

scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day in addition to holiday pay.

BRCT0001-014 09/14/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Including Caulking).....	\$ 32.50	24.20

a. PAID HOLIDAY: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day in addition to holiday pay.

BRCT0001-021 10/03/2011

	Rates	Fringes
PLASTERER.....	\$ 32.50	24.20

CARP0024-012 05/02/2011

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building).....	\$ 29.11	20.29

CARP0024-013 05/02/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 30.01	20.18

ELEC0035-007 06/01/2011

Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN, Including Low Voltage Wiring.....	\$ 36.40	21.31

ELEC0090-007 06/01/2011

Berlin, Bristol, New Britain, Newington, Plainville, Southington Townships

	Rates	Fringes
--	-------	---------

ELECTRICIAN, Including Low Voltage Wiring.....	\$ 35.70	21.52
--	----------	-------

* ELEC0488-010 06/01/2011

Hartland Township

	Rates	Fringes
ELECTRICIAN, Including Low Voltage Wiring.....	\$ 35.10	22.26

ELEV0091-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.82	21.785+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0478-013 05/07/2011

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 33.01	19.40+a
Asphalt Roller.....	\$ 32.36	19.40+a
Backhoe/Excavator 2 cubic yards and over.....	\$ 34.73	19.40+a
Backhoe/Excavator under 2 cubic yards; Grader/Blade; Rubber Tire		
Backhoe/Excavator.....	\$ 33.99	19.40+a
Bobcat/Skid Loader; Forklift.....	\$ 31.53	19.40+a
Bulldozer (Rough Grade Dozer).....	\$ 32.70	19.40+a
Bulldozer Fine Grade (includes slopes, shaping, laser or gps).....	\$ 33.99	19.40+a
Concrete Pump.....	\$ 33.01	19.40+a
Crane handling or erecting structural steel or stone...	\$ 35.05	19.40+a
Cranes (100 ton capacity & over).....	\$ 34.73	19.40+a
Cranes (under 100 ton rated capacity).....	\$ 33.99	19.40+a
Earth Roller.....	\$ 29.49	19.40+a
Front End Loader (3 cubic yards up to 7 cubic yards)...	\$ 32.70	19.40+a
Front End Loader (7 cubic yards or over).....	\$ 35.05	19.40+a
Front End Loader (under 3		

cubic yards).....	\$ 31.53	19.40+a
Maintenance Engineer/Oiler..	\$ 26.65	19.40+a
Mechanic.....	\$ 31.96	19.40+a
Vibratory Hammer.....	\$ 29.49	19.40+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

- b. Crane with boom, including jib, 150 feet - \$1.50 extra .
 Crane with boom, including jib, 200 feet- \$2.50 extra.
 Crane with boom, including jib, 250 feet - \$5.00 extra.
 Crane with boom, including jib, 300 feet - \$7.00 extra.
 Crane with boom, including jib, 400 feet - \$10.00 extra.

 IRON0015-006 06/28/2010

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 33.00	26.58+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

 LABO0056-010 04/03/2011

	Rates	Fringes
LABORERS		
Group 1.....	\$ 25.75	15.60
Group 2.....	\$ 26.00	15.60
Group 3.....	\$ 26.25	15.60
Group 4.....	\$ 26.50	15.60
Group 5.....	\$ 26.75	15.60
Group 6.....	\$ 28.75	15.60
Group 7.....	\$ 16.00	15.60

Classifications

Group 1: Laborers, Acetylene Burners, Carpenter Tenders, Concrete Specialists, Fire Watchers, Wrecking Laborers and Top Men

Group 2: Morter Mixer, Pipelayers, Plaster Tenders, Power Buggy Operator, Powderman, Fireproofer/Mixer/Nozzleman

Group 3: Jack Hammer/Pavement Breaker, Mason Tender, Bottom Men

Group 4: Air Track Operator, Sand Blasters

Group 5: Asbestos/Lead Removal

Group 6: Blasters, Toxic Waste Removal

Group 7: Traffic Control Signalman

 PAIN0011-012 06/01/2011

	Rates	Fringes
GLAZIER.....	\$ 32.73	16.35+A

a. PAID HOLIDAYS: Labor Day and Christmas Day.

 PAIN0011-020 06/01/2011

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 28.47	15.40
Drywall Finishing/Taping Only.....	\$ 29.92	16.35
Paperhanger Only.....	\$ 28.97	15.40
Spray Only.....	\$ 31.47	15.40

 PLUM0777-006 06/01/2011

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 38.67	24.46

 PLUM0777-007 06/01/2011

	Rates	Fringes
PLUMBER, Excluding HVAC Pipe Installation.....	\$ 38.67	24.46

 ROOF0009-005 06/01/2010

	Rates	Fringes
ROOFER		
Composition.....	\$ 30.48	14.96
Slate and Tile.....	\$ 30.98	14.96

 SFCT0676-002 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.50	16.85+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
 Thanksgiving Day and Christmas Day, provided the employee
 has been in the employment of a contractor 20 working days
 prior to any such paid holiday.

 SHEE0040-004 07/01/2011

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 32.27	28.23

 SUCT2009-005 04/15/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
INSULATOR.....	\$ 24.25	10.76
LABORER (Fence Erector).....	\$ 19.65	7.00
LABORER: Airtool Operator.....	\$ 17.04	6.90
LABORER: Landscape.....	\$ 19.97	2.70
LINE CONSTRUCTION: Groundman....	\$ 10.00	2.17
LINE CONSTRUCTION: Lineman.....	\$ 22.09	6.18
OPERATOR: Asphalt Spreader.....	\$ 25.05	8.90
TILE FINISHER.....	\$ 24.55	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

 --
 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

 --
 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Forms to be Submitted
Section 00304

The following forms are to be completed by the Awarded Contractor and Sub-Contractor(s) during the course of the contract term as required.

1. Payroll form WH 347
2. Notice to Employees (sample)
3. Monthly Manpower Utilization Report
4. Notice of Award - Prime Contractor
5. Notice of Award - Subcontracts

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OR SUBCONTRACTOR ☐

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Department of Labor Wage and Hour Division
INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.
Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or hours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes.

The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column: and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

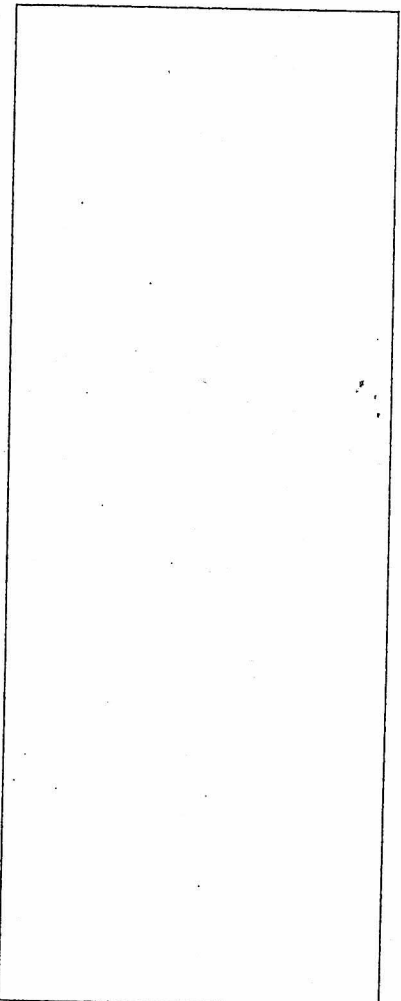
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:



or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration

WH Publication 1321
Revised January 1986

★ U.S. GOVERNMENT PRINTING OFFICE: 1982-209-256

U.S. Department of Labor
Employment Standards
Administration

Wage and Hour Division



INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- Compliance Agency U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
- Federal Funding Agency U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
- Contractor Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
- Minority Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female) See contract Notification.
4. Reporting Period Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e)
a. The total number of male hours and the total number of female hours worked by employees in each classification.
b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- Classification The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F.
9. Total Number of Employees Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

NOTICE OF AWARD: PRIME CONTRACT
(CONSTRUCTION)

Project Number: _____

Project Name: _____

Project Location: _____
(City)

(County)

(State)

Prime Contractor: Name: _____

Address: _____

Telephone: _____

Federal Tax #: _____

Contract Amount: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Send this Notice to: Office of Federal Contract Compliance
U.S. Department of Labor
JFK Federal Building, Room 1612C
Boston, MA 02203

Agency:

NOTICE OF AWARD OF CONSTRUCTION SUB-CONTRACTS IN EXCESS OF \$10,000.00. FORWARD NOTICE TO ADDRESSEE INDICATED BELOW WITHIN 10 DAYS OF EXECUTION OF ALL NON-EXEMPT SUB-CONTRACTS.

Project Number: _____

Project Name: _____

Project Location: _____
(City)

(County)

(State)

Name of Prime Contractor: _____

Sub-Contractor: Name: _____

Address: _____

Telephone: _____

Federal Tax #: _____

Check if: Minority _____ Female _____

Sub-Contract Amount: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Send this Notice to: Office of Federal Contract Compliance
U.S. Department of Labor
JFK Federal Building, Room 1612C
Boston, MA 02203

PA 06-175—sHB 5034

Labor and Public Employees Committee

Government Administration and Elections Committee

Planning and Development Committee

Appropriations Committee

AN ACT CONCERNING CONSTRUCTION SAFETY

SUMMARY: This act requires all state or municipal building construction or repair contracts of \$100,000 or more that receive any state funding to require the contractor to prove that all its employees performing manual labor or telecommunications work have completed safety training. It applies to contracts entered into on or after July 1, 2007 by the state and any of its political subdivisions, which includes quasi-public agencies.

Manual laborers must complete a 10-hour construction safety and health course conducted in accordance with federal Occupational Safety and Health Administration (OSHA) Training Institute standards. Telecommunications workers must complete 10 hours in federal OSHA telecommunications safety training. Contractors must submit proof of course or training completion to the labor commissioner within 30 days after the contract is awarded.

The act requires the Labor Department to remove from the construction worksite any manual laborer who does not have proof of course completion, unless he provides proof within 15 days after he was found in noncompliance. It requires the commissioner to accept an OSHA Training Institute course completion card or other such proof that he deems appropriate. Course cards or other proof are valid if issued within five years before the date of the building project's start.

The act does not provide a similar enforcement procedure for telecommunications workers found without proof of safety training.

It defines "public building" as a structure, funded at least partly by the state, with a roof and exterior or fire walls designed for housing, shelter, enclosure, and support or employment of people, animals, or property of any kind, including sewage-treatment and water-treatment plants. It specifically excludes from the definition: site work; roads or bridges; rail lines; parking lots; or underground water, sewer, or drainage systems, including pump houses or other utility systems.

The act requires the labor commissioner to adopt the necessary regulations by January 1, 2007.

EFFECTIVE DATE: October 1, 2006

BACKGROUND

Federal Telecommunications Safety Training

Federal regulations require employers to provide safety training for telecommunications workers working in the field or at phone centers and prohibits workers from performing such work until they receive the training.

INSTRUCTIONS TO BIDDERS

ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications. No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost.

It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

INTERPRETATION - PAROL EVIDENCE

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

LAW OF WAIVER

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

PROPERTY TAX ASSESSMENT

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

RELATIONSHIP OF PARTIES

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

RIGHTS AND REMEDIES

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

SUBMISSION OF BIDS

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted. When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned.

The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.

Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

TOXIC SUBSTANCES

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

VENDOR WARRANTY

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.

Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

WEST HARTFORD TOWN HALL DIRECTIONS

FROM THE WATERBURY AREA

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left

FROM THE BOSTON AREA

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left